



Export Promotion Council

RE: EPC/PRO/RFP/008/2016-2017

**REQUEST FOR PROPOSAL FOR UNDERTAKING
BOARD AUDIT, RISK AND GOVERNANCE
COMMITTEE TRAINING**

OCTOBER 2016

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INTRODUCTION

1. This Standard Request for Proposal (SRF) Consultancy and Design has been prepared for use by public entities in Kenya. It has been found necessary for selection of Consultancy and Designers for small assignments as required by the Standard Request for Quotations Regulations.
2. This Standard Request for Proposal Consultancy and Design shall be used for such assignments by all procuring entities.
3. The general conditions of contract in the document should not be modified and instead the special conditions of the contract may where necessary be modified by the Procuring Entity, for use, to reflect the unique circumstances of the particular assignment.

Dear Sir/Madam,

RE: REQUEST FOR TRAINING FOR BOARD AUDIT, RISK AND GOVERNANCE COMMITTEE

The Export Promotion Council (EPC) invites quotations for Training for Board Audit, Risk and Governance Committee Members. More details of the required services are provided in the Request for Proposal.

- 1.1 The Request for Proposal (RFP) includes the following documents:
Section I - Letter of Invitation
Section II - Information to Candidates
Section III - Terms of Reference
Section IV - Financial & Technical Quotation
-
- 1.2 On receipt of this SRP (Consultancy and Design) please prepare a quotation as required and return before the date and time indicated in the document.

Attached are the details to guide your quotation.

Yours faithfully,

Ruth Mwaniki
CHIEF EXECUTIVE

SECTION II - INSTRUCTIONS TO CANDIDATES

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SECTION II: INFORMATION TO CANDIDATES

2.1 Introduction

- 2.1.1 The Export Promotion Council will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidates are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section 1).
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the quotations submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Candidates may request clarification of any of the RFP (C & D) documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special

conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all candidates invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by any candidate amends the RFQ (C&D). Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

2.3 Preparation of Quotations

2.3.1 The individual consultants' proposal shall be written in the English language.

2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents comprising the RFP (C&D) in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:

- (a) If a candidate considers that he does not have all the expertise required for the assignment he may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the quotation.

2.3.4 The Technical proposal shall provide the following information:

- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.

(d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any financial information.

2.4 Financial Quotation

2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP (C&D). The financial quotation will be quoted for the entire assignment. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

2.4.2 The Financial quotation should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial quotation must remain valid for 120 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.

2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

2.5 Submission, Receipt and Opening of Quotations

2.5.1 The technical proposal and the financial quotation shall be prepared in indelible ink. They shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.

2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each technical proposal and financial quotation shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the quotation, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the financial quotation in a sealed envelope duly marked "FINANCIAL QUOTATION". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring

entities address and other information indicated in the appendix to the instructions to candidates and clearly marked “DO NOT OPEN before 12.00 Noon 23rd November 2016.

The completed Technical proposal and Financial quotations must be delivered in plain sealed envelopes clearly marked “**EPC/PRO/RFP/008/2016-2017 TRAINING FOR BOARD AUDIT, RISK AND GOVERNANCE COMMITTEE**” should be addressed and delivered to:

The Chief Executive
Export Promotion Council
16th Floor, Anniversary Towers, University Way
P.O. Box 40247-00100
NAIROBI

so as to be received on or before **12.00 Noon 23rd November 2016**

2.5.4 Any quotations received later than the closing date and time for submission of quotations shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial quotations will bear the address of the candidate submitting the quotations.

2.5.5 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

2.6 Evaluation of the Quotations

2.6.1 From the time the quotations are opened to the time of the contract award, any candidate wishing to contact the procuring entity on any matter relating to the quotation should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by any candidate to influence the procuring entity’s staff in the evaluation of quotation, companion proposals or awards of contract may result in the rejection of the candidate quotation.

2.6.2 The Technical evaluation committee shall have no access to the financial quotation, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the quotations shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points;

Criteria	Points
i) Qualifications of proposed staff	20 -----30
ii) Specific experience of the proposed staff related to the assignment	10 -----30
iii) Adequacy of methodology and work plan in response to the Terms of Reference	10 -----40
Total Points	100

2.7.2 Any quotation which will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found to have complied with all the requirements for submission of quotation shall be declared responsive by the evaluation committee.

2.7.3 Each responsive quotation will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial quotation will be returned to the individual consultant unopened.

2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

2.8 Opening and Evaluation of Financial Quotation

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFQ (C&D) and terms of reference. The notification will indicate that their financial quotations shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial quotations. They will also be invited to attend the opening ceremony if they wish to do so.

- 2.8.2 The financial quotations shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial quotation.
- 2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:
Sf = 100 x fm/f where
Sf is the financial score
fm is the lowest fees quoted and
f is the fees of the quotation under consideration

The lowest fees quoted will be allocated the maximum score of 100.

- 2.8.4 The candidates quotations will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the instructions to candidates the formula for the combined scores shall be as follows:

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial quotation

Note P + T will be equal to 100%

The candidate achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreement on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of Reference. The agreed work plan and Terms of Reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.

2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the Procuring Entity at the time of the contract award. Both parties will sign the contract.

2.11 Confidentiality

2.11.1 Information relating to evaluation of quotations and recommendations of contract award shall not be disclosed to the candidates who submitted the quotation or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.

SECTION III: TERMS OF REFERENCE (TOR) FOR TRAINING BOARD AUDIT, RISK AND GOVERNANCE COMMITTEE MEMBERS

GENERAL

1. These specifications describe the basic requirements quoting entities are requested to submit with their offers i.e. the detailed specifications, drawings, catalogues, etc for the services they intend to supply.
2. All the dimensions and capacities of the products and services to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products/services, if such deviations shall be found critical to the use and operation of the products.
3. The quoting entity must meet the following requirements:
 - (i) Give a list of at least three reputable clients' contact addresses including telephone, fax, email, contact person and the services relevant to those required by the procuring entity recently provided by the quoting entity to them. The procuring entity should be in a position to contact some or all of the organizations listed.
 - (ii) Provide a company profile including credentials of the qualified and competent training consultants with the following;
 - a) Demonstrate to have at least 7 years working at progressively senior levels in public sector governance
 - b) Extensive senior level experience of working on part of a change process within a large organization including providing board level and mobilizing capacity building initiatives
 - d) Extensive knowledge of good practices including framework, methods, tools and technologies in audit, risk and governance
 - f) Extensive experience in capacity development/training with regard to board members particularly the Audit Committees of public organizations' Boards
 - g) Proven experience of supporting information sharing networks and facilitating benchmarking between government organizations.
 - (iii) Must also submit copies of the following documents:
 - (a) PIN Certificates
 - (b) Tax Compliance Certificates
 - (c) Certificate of Registration/Incorporation
 - (d) ETR Compliance Certificate

4. The quoting entities are requested to present information along with their offers as follows:
 - (i) Shortest possible completion period.
 - (ii) Longest possible completion period.

SPECIFIC TO THIS CONTRACT

The Terms of Reference for the training consultancy are outlined below which are aimed at enabling the audit committee understand the requirements of their enhanced role and their oversight functions in the Council. The consultant will therefore be expected to draw the training program based on ;

1. Legislative and regulatory requirements

- Leading practices across the world
- Strong effective audit committees
- Clear accountability for risk management and internal control
- Structure and operations of internal audit (including professional standards)
- Reporting lines of the Manager – Internal Audit (organizational independence)

2. Role and emerging expectations of contemporary audit committees

- Policy considerations
- Purpose, mandate, responsibilities and coverage
- Understanding key definitions (e.g. accountability, independence, objectivity, public interest, value)
- Key features from better practice publications
- Contributing value to the Council

3. Techniques for running effective audit committee meetings

- Stakeholder engagement
- Leveraging the individual capability of committee members
- Annual meeting calendar
- Setting the forward agenda and individual meeting agendas
- Getting the right support with clear, concise, and meaningful reporting

4. Key governance features of audit, risk management and compliance

- Insights from the governance lighthouse
- Risk management and internal control frameworks (including fraud & corruption prevention)
- External accountability (including financial statements)
- Compliance with applicable laws and regulations
- Internal and external audit delivery

5. Three-pillars approach for measuring and reporting audit committee's contribution

- Compliance with charter obligations
- Participation of audit committee members
- Value added activities pursued and outcomes achieved
- Making connections (i.e. emerging issues; culture; strategy; patterns, trends, systemic issues)
- Audit committee reporting (both internally and externally focused)

In addition the consultant will be expected to guide in;

1. Developing of the board risk profile and how the future updates of the board risk register will be handled.
2. Training for the Audit, Risk & Governance Committee on risk reporting and
3. training non –finance directors on financial matters of the Council

In all these a clearly define the methodology to be used in carrying out the full training including the expected number of days it will take should be provided.

SUBMISSION

The quoting entity shall submit the original and a copy of both the technical and financial proposals. In total therefore, the quoting entity shall provide four (4) compiled documents.

SECTION IV: TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the candidates. It shall contain the following:

- (a) Submission letter
- (b) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity
- (c) Description of the methodology and work plan for performing the assignment
- (d) The proposed key staff for the assignment
- (e) Training services activities times schedule

(To be prepared by the candidate as appropriate)

SECTION V: FINANCIAL QUOTATION (FQ)

Notes on the Preparation of Financial Quotation

The financial quotation shall be prepared and submitted by the candidates. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

(To be prepared by the candidate as appropriate)

SECTION VI: STANDARD CONTRACT FORM

CONSULTANCY/DESIGN (Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the Information to Candidates Clause 2.10.2.

SECTION VI: STANDARD CONTRACT FORM

This Agreement, [hereinafter called “the Contract”) is entered into this[insert starting date of assignment], by and between.....[insert Client’s name] of.....[whose registered office is situated at].....[insert Client’s address] (hereinafter called “the Client”) of the one part AND [insert Consultant’s name] of [whose registered office is situated at][insert Consultants address] (hereinafter called “the Consultant”) of the other part. WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services” and WHEREAS the Consultant is willing to perform the said Services, NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services:** (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and scope of service”, which is made an integral part of this Contract.
(ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s personnel” to perform the services
(iii) The Consultant shall submit to the client reports in the form and within the time periods specified in Appendix C, “Consultants Reporting Obligations

2. Term: The Consultant shall perform the Services during the period commencing on [insert starting date] and through to [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment **A. Ceiling**
For Services rendered, the Client shall pay the Consultant an amount not to Exceed [insert amount]. This amount has been established based on the understanding that it includes all the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below

Kshs. _____ upon successful commissioning.

Kshs. _____ 30 days after commissioning.

Kshs. _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

4. Project Administration

A. Coordinator

The Client designates [insert name] as Client’s Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, “Consultants Reporting Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance: Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultant shall not, during the term of this Contract and within two years after its expiration disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

- 7. Ownership of Material** Any studies, reports or other material, graphic, material software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The consultant agrees that during the term of this contract and after its termination the consultant and any entity affiliated with the consultant shall be disqualified from providing goods, works or services(other than the services and any continuation thereof) for any project resulting from closely related to the services
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to arbitration or the final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Fullname _____

Title _____

Signature _____

Date _____

APPENDIX: PROCURING ENTITY CONTACT ADDRESS

The Chief Executive

Export Promotion Council

16th floor, Anniversary Towers, University Way

P.O. Box 40247 – 00100 GPO

NAIROBI

Telephone: 254-20-2228534-8

Fax: 254-20-2218013/2228539

Email: chiefexe@epc.or.ke

REQUEST FOR REVIEW FORM

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary